

OPERATIONS MANUAL

City of Fayetteville Transfer Station

Revised by: John Pflieger, Sr. EHS Specialist
12/13/2013

APPROVED
DIVISION OF WASTE MANAGEMENT
SOLID WASTE SECTION
DATE 02/10/2014 BY [Signature]
DOCID 20514
Permit NO. 2609-TRANSFER

APPROVED
DIVISION OF WASTE MANAGEMENT
SOLID WASTE SECTION
DATE _____ BY _____

Applicant Signature Page



Name of Facility Fayetteville Transfer Station

I certify that I have read and understand this application and that the information provided is true, accurate, and complete to the best of my knowledge.

I understand that North Carolina General Statute 130A-22 provides for administrative penalties of up to fifteen thousand dollars (\$15,000.00) per day per each violation of the Solid Waste Management Rules. I further understand that the Solid Waste Management Rules may be revised or amended in the future and that the facility siting and operations of this solid waste management facility will be required to comply with all such revisions or amendments.

[Signature]
Signature

John Pfleger
Print Name

1/17/14
Date

Sr. EHS Specialist
Title

Waste Industries
Business or Organization Name

Waste Industries, LLC
City of Fayetteville Transfer Station
Operations Manual

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SECTION 1 GENERAL FACILITY OPERATIONS

1.1 OVERVIEW

This Operations Manual was prepared for the Fayetteville Transfer Station facility (Permit No. 26-09-T) located at 583 Winslow Street in Fayetteville, North Carolina as shown in **Figure 1**. This document discusses the operation of the transfer station. Refer to **Figure 2** for the general layout of the facility. Waste Industries, LLC is the lessee and the operator. The transfer station is an existing facility that is owned by the City of Fayetteville, North Carolina.

The information contained herein was prepared to provide personnel with an understanding of how the Design Engineer envisioned that the completed facility would be operated. While deviations from the operations outlined here may be acceptable, they should be reviewed and approved by the Design Engineer.

This plan specifically addresses requirements of North Carolina Solid Waste Management Rules *Section .0402 - Operational Requirements*. All personnel involved with the management or supervision of the facility will be familiar with this plan. A copy of this Operations Manual will be kept at the facility and will be available for use at all times.

1.2 CONTACT INFORMATION

All correspondence and questions concerning the operation of the Fayetteville Transfer Station should be directed to the appropriate company and regulatory personnel listed below. For fire or police emergencies dial 911.

1.2.1 Waste Industries, LLC (Operator)

Local office:

Waste Industries, LLC

4621 Marracco Dr.

Hope Mills, NC 28348

Phone: (910) 423-4122 x32428

Fax: (910) 423-4125

Contact: Ted Habets, General Manager

Ted.habets@wasteindustries.com

Main office:

Waste Industries, LLC

3301 Benson Drive, Suite 601

Raleigh, NC 27609

Phone: (919) 325-3000

Fax: (919) 325-4040

Contact: D. Stephen Grissom, CFO

1.2.2 City of Fayetteville (Owner)

City of Fayetteville
433 Hay Street
Fayetteville, NC 28301-5537
Phone: (910) 433-1984
Fax: (910) 433-1516
Contact: Gerald W. Dietzen, Solid Waste Director
gdietzen@ci.fay.nc.us

1.2.2 Richardson Smith Gardner & Associates, Inc. (Design Engineer)

Richardson Smith Gardner & Associates, Inc.
14 N. Boylan Avenue
Raleigh, North Carolina, NC 27603
Phone: (919) 828-0577 x128
Fax: (919) 828-3899
Contact: Thomas B. Maier, P.E.
tom@rsgengineers.com

1.2.3 North Carolina Department of Environment and Natural Resources (DENR)

North Carolina DENR – Solid Waste Section, Raleigh Central Office
217 West Jones Street
Raleigh, NC 27605
Phone: (919) 707-8200
Fax: (919) 715-3605

Division of Waste Management (DWM) - Solid Waste Section:

Field Operations Branch Head:	Mark Poindexter
Eastern District Supervisor:	Dennis Shackelford
Waste Management Specialist:	Drew Hammonds

1.3 HOURS OF OPERATION

Waste Industries shall operate the facility 90 hours per week. The transfer station will be closed for the observance of holidays as established locally. The operating hours will normally be as follows:

Monday through Friday	5:00 am until 8:00 pm
Saturday	5:00 am until 8:00 pm
Sunday	Closed

1.4 ACCESS CONTROL

Limiting access to the solid waste management facility is important for the following reasons:

- Unauthorized and illegal dumping of waste materials is prevented.
- Trespassing, and injury resulting therefrom, is discouraged.
- The risk of vandalism is greatly reduced.

Access to active areas of the transfer station is controlled by a combination of fences and natural barriers, and strictly enforced operating hours. An attendant shall be on duty at all times when the facility is open to enforce access restrictions. The facility is not open to the public.

1.4.1 Physical Restraints

The site may be accessed by two entrances on Winslow Street as shown on **Figure 2**. Scales and a scale house and office are provided at the northern entrance. The northern and southern entrances have a gate which shall be securely locked during non-operating hours. Between the entrances, there is a fence and a 6-foot high berm.

1.4.2 Security

Frequent inspections of gates and fences shall be performed by facility personnel. Evidence of trespassing, vandalism, or illegal operation shall be reported to the Owner.

1.5 SIGNAGE

Waste Industries has posted signs at the transfer station entrance (i.e., northern driveway) indicating operational procedures, hours of operation, tipping fee, and the permit number. Signs are clearly posted stating that hazardous or liquid wastes are prohibited. Traffic signs and markers are provided as necessary to promote an orderly traffic pattern to and from the discharge area and loading area. Signs prohibit exiting from the southern driveway, which is for the entrance of empty trailer trucks.

1.6 COMMUNICATIONS

The scale house/office has telephones in case of emergency and for the conduct of day-to-day business. Emergency telephone numbers are displayed in the scale house and office.

1.7 FIRE AND SAFETY

1.7.1 Fire Control

The possibility of fire within the transfer station or a piece of equipment must be anticipated in the daily operation of the facility. Fire suppression equipment shall be provided to control accidental fires and arrangements shall be made with the local fire protection agency. The transfer station building shall be equipped with hose bibs located

on each wall of the facility and an appropriate number of fire extinguishers to effectively control accidental fires. A combination of factory installed fire suppression systems and/or portable fire extinguishers shall be operational on all heavy pieces of equipment at all times. For larger or more serious outbreaks, the local fire department will respond.

The Operator will verbally notify the DWM (see **Section 1.2.3**) within 24 hours of discovery of a fire within any transfer or recycling area. In addition, written documentation describing the fire, the actions carried out to extinguish the fire, and a strategy for preventing future occurrences will be provided to the DWM within 15 days following any such occurrence.

1.7.2 Safety

All aspects of the operation of the facility were developed with the health and safety of operations staff and neighbors in mind. A member of the operating staff shall be designated site safety officer. This individual, together with the facility's management, shall annually review and modify the site safety and emergency response program to remain consistent with National Solid Waste Management Association and Occupational Safety and Health Administration (OSHA) guidance.

Safety equipment provided includes equipment rollover protective cabs, seat belts, audible reverse warning devices, hard hats, safety shoes, and first aid kits. All personnel will be encouraged to complete the American Red Cross Basic First Aid Course. Other safety requirements as designated by the Operator will also be implemented.

1.8 SEVERE WEATHER CONDITIONS

Unusual weather conditions can directly affect the operation of the facility. Some of these weather conditions and recommended operational responses are as follows.

1.8.1 Ice Storms

An ice storm can make access to the facility dangerous, prevent movement and, thus, may require closure of the facility until the ice is removed or has melted.

1.8.2 Heavy Rains

Exposed soil surfaces can create a muddy situation in some portions of the facility during rainy periods. The control of drainage and use of crushed stone on unpaved roads should provide all-weather access for the site and promote drainage away from critical areas. In areas where the aggregate surface is washed away or otherwise damaged, new aggregate should be used for repair.

Intense rains can affect leachate managements systems. As applicable, staff shall maintain adequate temporary storage capacity in the leachate management systems. After such a rain event, inspection by personnel will be initiated and corrective measures taken to

dispose of any additional leachate before the next rainfall.

1.8.3 Electrical Storms

The open recycling areas of the facility are susceptible to the hazards of an electrical storm. If necessary, recycling activities will be temporarily suspended during such an event. To guarantee the safety of all field personnel, refuge will be taken in the on-site buildings or in rubber-tired vehicles.

1.8.4 Windy Conditions

Facility operations during a particularly windy period may require that the active tipping area be temporarily shifted to a more sheltered area.

1.8.5 Violent Storms

In the event of hurricane, tornado, or severe winter storm warning issued by the National Weather Service, facility operations may be temporarily suspended until the warning is lifted.

1.9 EQUIPMENT REQUIREMENTS

The Operator will maintain on-site equipment required to perform the necessary transfer and recycling activities. Periodic maintenance of all equipment and minor and major repair work will be performed at designated maintenance zones.

1.10 PERSONNEL REQUIREMENTS

At least one member of the supervisory staff shall be experienced in the management of transfer station operations. Each facility employee shall go through an annual training course (led by supervisory staff). As part of this training, personnel shall learn to recognize loads which may contain prohibited wastes.

1.11 HEALTH AND SAFETY

This is a general plan and presents minimal information. The operator, Waste Industries, LLC, is responsible for site safety. The health and safety plan prepared and implemented by Waste Industries, LLC supersedes the contents of this general plan.

All aspects of the transfer and recycling center operations were developed with the health and safety of the operating staff and neighbors in mind. Prior to commencement of operations of the facility, a member of the operating staff will be designated site safety officer. This individual, together with the facility's management, will modify the site safety and emergency response program to remain consistent with National Solid Waste Management Association and Occupational Safety and Health Administration (OSHA) guidance.

Safety equipment provided includes equipment rollover protective cabs, seat belts, audible reverse warning devices, hard hats, safety shoes, and first aid kits. Facility personnel will be encouraged to complete the American Red Cross Basic First Aid Course. Other safety requirements as designated by the Operator will also be implemented.

Each facility employee will go through annual training course in health and safety (led by supervisory staff). All training shall be documented and attested to by signatures of the trainer and trainee. The following are some general recommendations for the health and safety of workers at the Fayetteville Transfer Station.

1.11.1 Personal Hygiene

The following items are recommended as a minimum of practice:

- Wash hands before eating, drinking, or smoking.
- Wear personal protective equipment as described in **Section 1.10.2**.
- Wash, disinfect, and bandage ANY cut, no matter how small it is. Any break in the skin can become a source of infection.
- Keep fingernails closely trimmed and clean (dirty nails can harbor pathogens).

1.11.2 Personal Protective Equipment

Personal Protective Equipment (PPE) must be evaluated as to the level of protection necessary for particular operating conditions and then made available to facility employees. The list below includes the PPE typically used and/or required in a solid waste management facility workplace.

- Safety shoes with steel toes.
- Hearing protection should be used in areas where extended exposure to continuous high decibel levels is expected.
- Disposable rubber latex or chemical resistant gloves for handling and/or sampling of waste materials.
- Dust filter masks

Following use, PPE's should be disposed of or cleaned and dried, or readied for reuse.

1.11.3 Mechanical Equipment Hazard Prevention

The loaders and other equipment should be operated with care and caution. All safety equipment such as horns, backup alarms, and lights should be functional. A Lockout-Tag-Out program shall be used to identify equipment in need or under repair and insure that operation is "off-limits" prior to maintenance or repair. All operators shall be trained in the proper operation of equipment.

1.11.4 Employee Health and Safety

Some general safety rules are:

- Consider safety first when planning and conducting activities.
- Review the equipment O&M Manual prior to attempting repairs/changes.
- Remember the buddy system in case of repair of mechanical equipment
- Post emergency contact phone numbers.
- Provide easy and visible access to the Right to Know materials.
- Provide easy and visible access to the first aid kit and fire extinguishers.

1.11.5 Physical Exposure

Facility personnel may come in contact with the fluids, solids, and airborne constituents found at the transfer and recycling center. Routine training should be conducted regarding the individual and collective materials used in the recycling process and their associated hazards. Training concerning safe work practices around these potential exposures should use equipment and proper disposal procedures.

1.11.6 Material Safety Data Sheets or Safety Data Sheets

Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) shall be collected on every waste (if available) that enters the facility. Information shall also be made available for all chemicals stored on site for use by the County. MSDS or SDS sheets shall be stored in a location with all other Right to Know information for the site.

1.12 UTILITIES

Electrical power, water, and telephone are provided at the scale house/office. Restrooms are provided at the site.

1.13 RECORD KEEPING PROGRAM

The Operator shall maintain the following records in an operating record at the landfill:

- A. Waste inspection records (see **Section 2.5**);
- B. Daily tonnage records - including source of generation, scale certifications;
- C. Waste determination records;
- D. List of generators and haulers that have attempted to dispose of restricted wastes;
- E. Employee training procedures and records of training completed;
- F. Annual facility reports;
- G. Cost estimates or financial assurance documentation.

The operating record shall be kept up to date and will be presented upon request to the DWM for inspection. A copy of this **Operations Manual** shall be kept at the facility and will be available for use at all times.

SECTION 2 WASTE HANDLING OPERATIONS

2.1 OVERVIEW

This section describes the required waste handling operations for the City of Fayetteville Transfer Station.

2.2 ACCEPTABLE WASTES

Only the waste as defined by NCGS 130A-290(a)(18a) and NCGS 130A-290(a)(24) may be received at the MSW transfer station.

Waste will be collected from the permitted service area of Bladen, Chatam, Columbus, Cumberland, Duplin, Durham, Franklin, Harnett, Hoke, Johnston, Lee, Montgomery, Moore, Orange, Richmond, Robeson, Sampson, Scotland, Wake and Wayne Counties. The routes are served by Waste Industries, LLC, the City of Fayetteville, and other solid waste collection companies. The waste is generated by residences, municipalities, industries, businesses and other entities within these counties.

2.3 PROHIBITED WASTES

Only wastes as defined in **Section 2.2** above may be accepted in the transfer station. No other wastes may be accepted including the following wastes:

- Whole Scrap Tires
- Used Oil
- White Goods
- Lead Acid Batteries
- Yard Waste
- Construction and Demolition Debris (C&D)
- Discarded computer equipment
- Oyster Shells
- Plastic beverage containers (Except as recovered material)
- Aluminum Cans (Except as recovered material)
- Pallets (Except as recovered material)
- Cardboard (Except as recovered material)

In addition, operating criteria prohibit other materials from receipt within the transfer station. These materials include:

- Hazardous waste as defined by NCGS 130A-290(a)(8), including hazardous waste from conditionally exempt small quantity generators.
- Polychlorinated biphenyls (PCB) wastes as defined in 40 CFR 761 with the

exception of trace amounts found in materials such as consumer electronics.

- Bulk or non-containerized liquid wastes unless the waste is household waste other than septic waste and waste oil; or the waste is leachate or gas condensate derived from the MSW landfill unit. A liquid determination will be performed by the paint filter test (see **Appendix A** for apparatus and procedure).
- Containers holding liquid wastes unless the waste is household waste.

2.4 PROHIBITION OF OPEN BURNING

Open burning of waste is prohibited at the transfer station.

2.5 WASTE SCREENING PROGRAMS

2.5.1 Trained Personnel

In order to assure that prohibited wastes are not entering the facility, screening programs have been implemented. Trained personnel will be on duty during all hours of operation. These individuals have been trained to spot indications of suspicious wastes, including: hazardous placarding or markings, liquids, powders or dusts, sludges, bright or unusual colors, drums or commercial size containers, and "chemical" odors. Screening programs for visual and olfactory characteristics of prohibited wastes are an ongoing part of the facility operation.

2.5.2 Waste Receiving and Inspection

All vehicles carrying waste or recovered materials must stop at the scale house located at the entrance of the facility and visitors are required to sign-in. All transportation vehicles are weighed and the content of the load assessed. The scale attendant(s) requests from the driver of the vehicle a description of the waste it is carrying to ensure that unacceptable waste is not allowed into the facility. The attendant(s) then visually checks the vehicle as it crosses the scale. Signs informing users of the acceptable and unacceptable types of waste are posted at the scale house. Once passing the scales, the vehicles are routed to the transfer area. If a hot load is discovered upon entrance or on approach to tipping floor the vehicle will be directed to open area in front of ramp to transfer station where the load may be ejected for fire suppression away from other combustibles. Personnel are trained to contain any fluid leaks that may occur due to a truck or load fire.

Vehicles are randomly selected for screening on a regular basis, depending on personnel availability. At least one vehicle per week will be randomly selected by inspection personnel. A random truck number and time will be selected (e.g., the tenth load after 10:00 a.m.) on the day of inspections. However, if something suspicious is spotted in any waste load, that load is inspected further.

Vehicles selected for inspection are directed to an area on the tipping floor where the vehicle will be unloaded. Waste is carefully spread using suitable equipment. An

attendant trained to identify wastes that are unacceptable inspects the waste discharged at the screening area. If unacceptable waste is found, the load will be isolated, reloaded, and the generator/hauler will be logged and escorted out of the facility. For unacceptable

wastes that are non-hazardous, the Owner will then notify officials of the DWM (see **Section 1.2.3**) within 24 hours of attempted disposal of any waste the facility is not permitted to receive in order to determine the proper course of action. The hauler is responsible for removing unacceptable waste from the facility property.

If no unacceptable waste is found, MSW loads will be pushed into a transfer trailer and/or equipment. Recovered material/recyclable loads shall be pushed into a separate section of the transfer station temporarily holding recyclables until all MSW has been cleared from the tipping floor. At the end of the day all recyclables shall be loaded into a recovered materials transfer trailer and/or equipment. All random waste inspections will be documented by operations staff using the waste screening form provided in Appendix B.

In addition to random waste screening described above, waste unloaded on the tipping floor will be inspected by the equipment operators, trained to spot unacceptable wastes, before and during pushing into the transfer trailers. Any suspicious looking waste is reported immediately to the designated primary inspector for further evaluation.

2.6 FACILITY OPERATIONS

2.6.1 Operating Capacity

The theoretical maximum operating capacity for the transfer station is estimated to be approximately 1,500 tons per day temporarily under circumstances such as disaster clean-up.

2.6.2 Service Area

The permitted service area for the transfer facility (subject to change) is Bladen, Chatam, Columbus, Cumberland, Duplin, Durham, Franklin, Harnett, Hoke, Johnston, Lee, Montgomery, Moore, Orange, Richmond, Robeson, Sampson, Scotland, Wake, and Wayne Counties, North Carolina

2.6.3 Disposal Facilities

The disposal and recycling facilities receiving transferred material from the station are:

- Sampson County Disposal, LLC Landfill, 7434 Roseboro Hwy, Roseboro, NC 23382 (Permit No. 82-02).
- Wheelabrator Incinerator, 2 Victory Blvd., Portsmouth, VA 23702 (PBR-500)

- Sonoco Recycling, 111 South Rogers Lane, Raleigh, NC 27610 (Recyclables Only)

2.6.4 Personnel Requirements

The personnel requirements for operation and maintenance of the site are listed in the following table. Commercial drivers are not considered site personnel.

Description	Primary Function (Allocation)
1) Site Manager	Overall management of the facility
2) Scale House Attendant	Receiving and weight for incoming loads
3) Tipping Floor Attendant	Management of tipping floor
4) Operator	Transfer of waste from tipping floor to trailers

2.6.5 Equipment Requirements

The equipment requirements for operation and maintenance of the site are listed in the following table. Trucks and trailers are not considered site equipment.

Description	Primary Function (Allocation)
1) Front End Loader	Loading, recycling, and site cleanup
2) Skid Steer Loader	Loading, recycling, and site cleanup
3) Trucks and Transfer Trailers	Receiving waste and moving trailers on site.
4) Front End Dumpsters	Receiving recovered recyclable materials

2.6.6 Building Features

The building features of the transfer area are listed in the following table.

Description of Feature	Present
1) Roof	Yes
2) Sides (3)	Yes
3) Concrete Floor	Yes
4) Leachate Collection and Storage	Yes
5) Ventilation	Yes

Description of Feature	Present
6) Water Supply	Yes
7) Lighting	Yes
8) Interior Office & Bathrooms	Yes
9) Explosive Gas Monitoring	No
10) Communications (Telephone, Radios, Cell Phones)	Yes
11) Fire Suppression/Sprinkler System	No

2.7 TRANSFER OPERATIONS

2.7.1 Access

Traffic will be clearly directed to the appropriate area (unloading or loading). Traffic speed on the site should be less than 10 MPH. Rutting of gravel roadway surfaces must be repaired by placement of additional gravel on the roadway and not solely by grading the rut. This will maintain the separator geotextile placed below most gravel roadway surfaces.

2.7.2 General Procedures

The transfer operations will be conducted in accordance with the approved Operations Manual and conditions of the Solid Waste Permit issued by the North Carolina Division of Solid Waste Management (DWM).

Facility operations are anticipated as follows:

1. Collection vehicles delivering waste to the facility will enter through the northern driveway;
2. Pass by the scale house and over the scales for weight; and
3. Continue along the access road until reaching the covered 12,000 square foot tipping floor.
4. The tipping floor has a "push" wall running along one side of the interior of the building. A loader will lift the waste over the wall into an open-top transfer trailer on the lower level of the building. The transfer trailers will enter through the southern driveway and exit through the northern driveway.
5. Site personnel will direct vehicles waiting to unload, to back into the facility through the entrance. Adequate area is available in front of the building for drivers to turn their

vehicles into a backing maneuver. Site personnel will be on the tipping floor to direct and guide the vehicles.

6. The vehicles will back onto the tipping floor to an area designated by site personnel. Collection vehicles carrying recyclable materials shall be directed towards an area separated from MSW to unload.
7. Once a vehicle is in position, its waste load will be discharged directly onto the tipping floor. Recyclables shall remain in a segregated area.
8. A spotter will inspect the discharged material before it is mixed with other material on the tipping floor.
9. MSW is pushed by a rubber-tired loader into the open top transfer trailers, specifically designed for hauling MSW, located in the lower level of the transfer station.
10. At Waste Industries discretion, or as may be required by law, the following recyclable materials will be separated and placed in front end dumpsters and/or a temporary recovered materials pile: aluminum and plastic beverage containers, pallets, and cardboard. Front End dumpsters will be stored until they are full, and will then be transported off site.
11. Recyclable/recovered materials shall remain in a segregated section of the tipping floor until the end of the day or enough has been accumulated to fill a transfer trailer. Regardless of amount the floor shall be cleared at the end of the day to maintain sanitation.
12. All recyclable/recovered material trailers shall be covered and temporarily stored for transport to a recycle center specified in section 2.6.3.
13. All MSW waste will stay in the covered area of the transfer station. The trailers will be moved after they are loaded and will await transport to the Sampson County Landfill, owned and operated by Waste Industries, or alternate facility.
14. Waste can be stored in covered transfer trailers at the facility after hours, but no longer than 48 hours. The 48 hour limit does not apply to recovered recyclable materials.
15. Personnel shall continuously monitor trailers provided for hauling to ensure they remain leak resistant. Leachate leaks shall be immediately reported and remediated. Trailer responsible for leakage shall be reported to provider for repairs.

SECTION 3 ENVIRONMENTAL MANAGEMENT

3.1 OVERVIEW

This section reviews the overall environmental management tasks required for the successful operation of the facility.

3.2 SURFACE WATER CONTROL

As used herein, the definition of “surface water” is water which results from precipitation or site run-on that has not contacted the waste.

Proper control of surface water at the transfer area will accomplish the following goals:

- Prevent the run-on of surface water into waste handling area(s);
- Prevent the run-off of surface water that has come into contact with the waste (i.e. leachate);
- Limit the erosion caused by surface waters; and
- Limit sediments carried off-site by surface waters.

Separate erosion and sedimentation control plans are were provided to the North Carolina Division of Land Resources. These plans describe both short and long term engineered features and practices for preventing erosion and controlling sedimentation at this site.

3.2.1 Erosion Control

Erosion control measures have been taken within the drainage channels and at points of stormwater discharge. All site features should be inspected regularly for erosion damage and promptly repaired.

3.2.2 Sedimentation Control

Stormwater run-off from the site is conveyed to an on-site sediment basin. The basin should be inspected regularly for sediment build-up or erosion damage. The basin should be cleaned out when sediment reaches the sediment cleanout elevation.

3.3 LEACHATE MANAGEMENT

The leachate management system for the transfer station consists of the concrete tipping floor, collection trenches and leachate transmission piping, pumps, valve boxes, valves, and a direct connection to the City of Fayetteville sewer system.

3.3.1 Leachate Collection

The tipping floor is graded to drain away from the building entrance. Leachate from the tipping floor is collected in perimeter floor drains that drain to a central leachate sump. From the sump, leachate is pumped via an HDPE force main to the existing on-site connection to the City of Fayetteville sewer system.

3.3.2 Operation and Maintenance of Leachate Pumps

Operation and maintenance of leachate pumps shall be in accordance with the appropriate manufacturer's recommendations. The Solid Waste Manager or his designee shall be responsible for following and documenting, as required, these activities.

3.4 VECTOR CONTROL

Waste Industries shall provide effective vector control measures for the protection of human health. Disease vectors are any rodent, insect, or other animal capable of transmitting disease to humans. Disease vectors will be controlled by implementation of a daily cleaning program including removal of recyclables, waste, leachate, and wash water from the operations area. Waste Industries shall use wash water to keep the tipping floor and drive-thru areas clean and free of rodents, flies, and other animals. Stagnant ponded water will be prevented to control mosquito breeding. Full or partially filled transfer trailers will be covered if left on site overnight. Waste will not be stored on the tipping floor overnight. If vector control becomes a problem, additional measures will be taken to ensure the protection of human health.

3.5 ODOR CONTROL

Odorous or potentially odorous materials will be pushed into a transfer truck and covered as soon as possible to avoid odor problems. Additionally, the transfer areas will be cleaned and swept daily and washed down weekly, at a minimum. If odor control becomes a problem, additional measures will be taken to ensure odor control.

3.6 DUST CONTROL

Dust related to waste hauler traffic on the access roads will be minimized by using a water truck or a sprinkler system to limit dust on the gravel portion of the road.

3.7 WINDBLOWN WASTE CONTROL

All incoming vehicles with waste are required to have their loads covered upon arrival at the site or be fully enclosed. Outbound transfer trailers are also required to be covered. On a daily basis, site personnel will police the site for windblown litter. Since the transfer station is enclosed on three sides, windblown waste should not be a major concern. If needed, litter fences will be installed to intercept windblown waste.

Map 1
Site Location

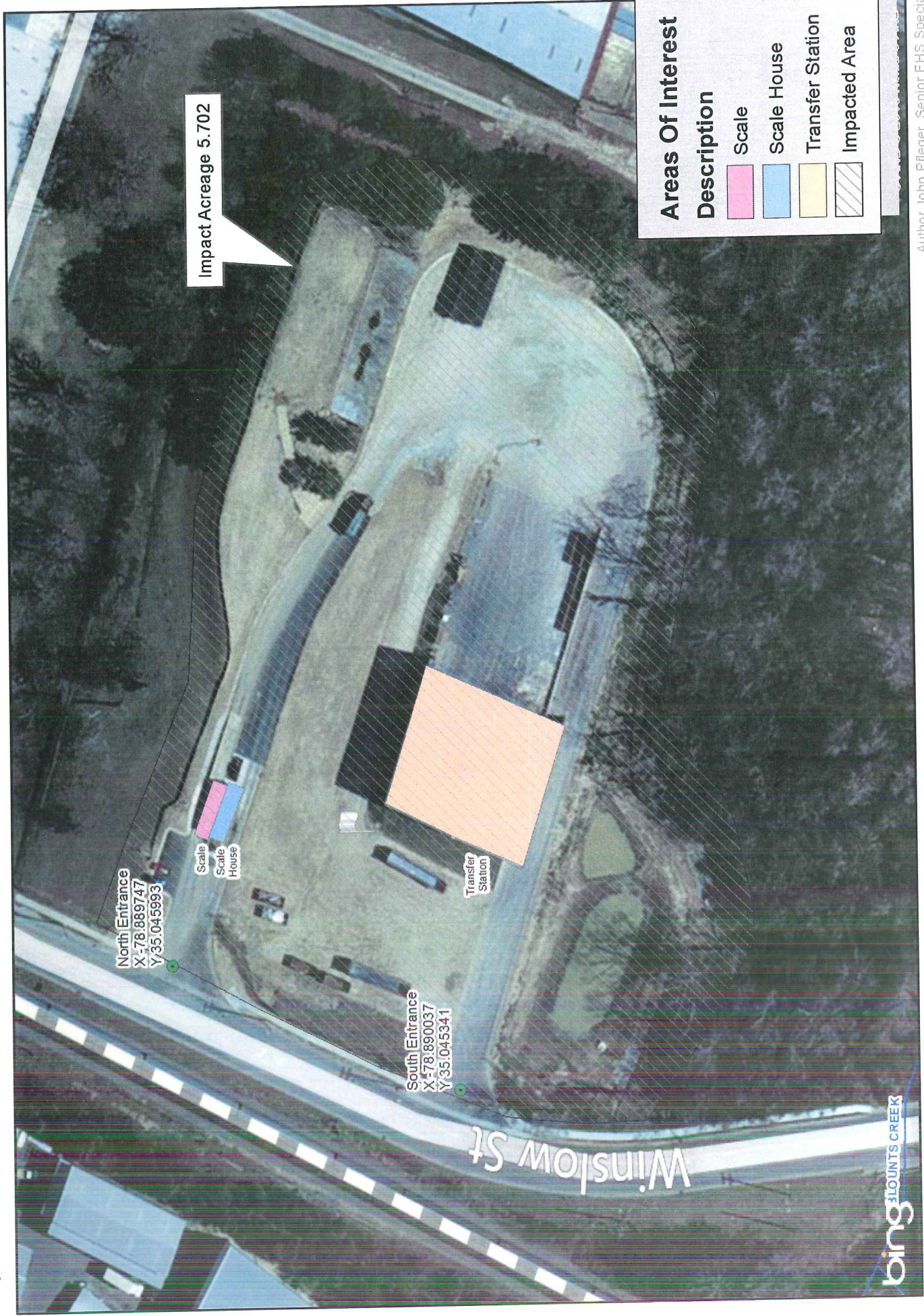
Fayetteville Transfer Station



Map 2
Site Plan

Fayetteville Transfer Station

Map 2



Author John Pflieger, Senior EHS Specialist
Cartographer Keith Tubbs, GIS Mgr
Waste Industries, LLC
January, 09, 2014
Nad 83

Appendix A
EPA Method 9095
Paint Filter Liquids Test

METHOD 9095B

PAINT FILTER LIQUIDS TEST

1.0 SCOPE AND APPLICATION

1.1 This method is used to determine the presence of free liquids in a representative sample of waste.

1.2 The method is used to determine compliance with 40 CFR 264.314 and 265.314.

2.0 SUMMARY OF METHOD

2.1 A predetermined amount of material is placed in a paint filter. If any portion of the material passes through and drops from the filter within the 5-min test period, the material is deemed to contain free liquids.

3.0 INTERFERENCES

3.1 Filter media were observed to separate from the filter cone on exposure to alkaline materials. This development causes no problem if the sample is not disturbed.

3.2 Temperature can affect the test results if the test is performed below the freezing point of any liquid in the sample. Tests must be performed above the freezing point and can, but are not required to, exceed room temperature of 25 °C.

4.0 APPARATUS AND MATERIALS

4.1 Conical paint filter -- Mesh number 60 +/- 5% (fine meshed size). Available at local paint stores such as Sherwin-Williams and Glidden.

4.2 Glass funnel -- If the paint filter, with the waste, cannot sustain its weight on the ring stand, then a fluted glass funnel or glass funnel with a mouth large enough to allow at least 1 in. of the filter mesh to protrude should be used to support the filter. The funnel should be fluted or have a large open mouth in order to support the paint filter yet not interfere with the movement, to the graduated cylinder, of the liquid that passes through the filter mesh.

4.3 Ring stand and ring, or tripod.

4.4 Graduated cylinder or beaker -- 100-mL.

5.0 REAGENTS

5.1 None.

6.0 SAMPLE COLLECTION, PRESERVATION, AND HANDLING

A 100-mL or 100-g representative sample is required for the test. If it is not possible to obtain a sample of 100 mL or 100 g that is sufficiently representative of the waste, the analyst may use larger size samples in multiples of 100 mL or 100 g, i.e., 200, 300, 400 mL or g. However, when larger samples are used, analysts shall divide the sample into 100-mL or 100-g portions and test each portion separately. If any portion contains free liquids, the entire sample is considered to have free liquids. If the sample is measured volumetrically, then it should lack major air spaces or voids.

7.0 PROCEDURE

7.1 Assemble test apparatus as shown in Figure 1.

7.2 Place sample in the filter. A funnel may be used to provide support for the paint filter. If the sample is of such light bulk density that it overflows the filter, then the sides of the filter can be extended upward by taping filter paper to the inside of the filter and above the mesh. Settling the sample into the paint filter may be facilitated by lightly tapping the side of the filter as it is being filled.

7.3 In order to assure uniformity and standardization of the test, material such as sorbent pads or pillows which do not conform to the shape of the paint filter should be cut into small pieces and poured into the filter. Sample size reduction may be accomplished by cutting the sorbent material with scissors, shears, a knife, or other such device so as to preserve as much of the original integrity of the sorbent fabric as possible. Sorbents enclosed in a fabric should be mixed with the resultant fabric pieces. The particles to be tested should be reduced smaller than 1 cm (i.e., should be capable of passing through a 9.5 mm (0.375 inch) standard sieve). Grinding sorbent materials should be avoided as this may destroy the integrity of the sorbent and produce many "fine particles" which would normally not be present.

7.4 For brittle materials larger than 1 cm that do not conform to the filter, light crushing to reduce oversize particles is acceptable if it is not practical to cut the material. Materials such as clay, silica gel, and some polymers may fall into this category.

7.5 Allow sample to drain for 5 min into the graduated cylinder.

7.6 If any portion of the test material collects in the graduated cylinder in the 5-min period, then the material is deemed to contain free liquids for purposes of 40 CFR 264.314 and 265.314.

8.0 QUALITY CONTROL

8.1 Duplicate samples should be analyzed on a routine basis.

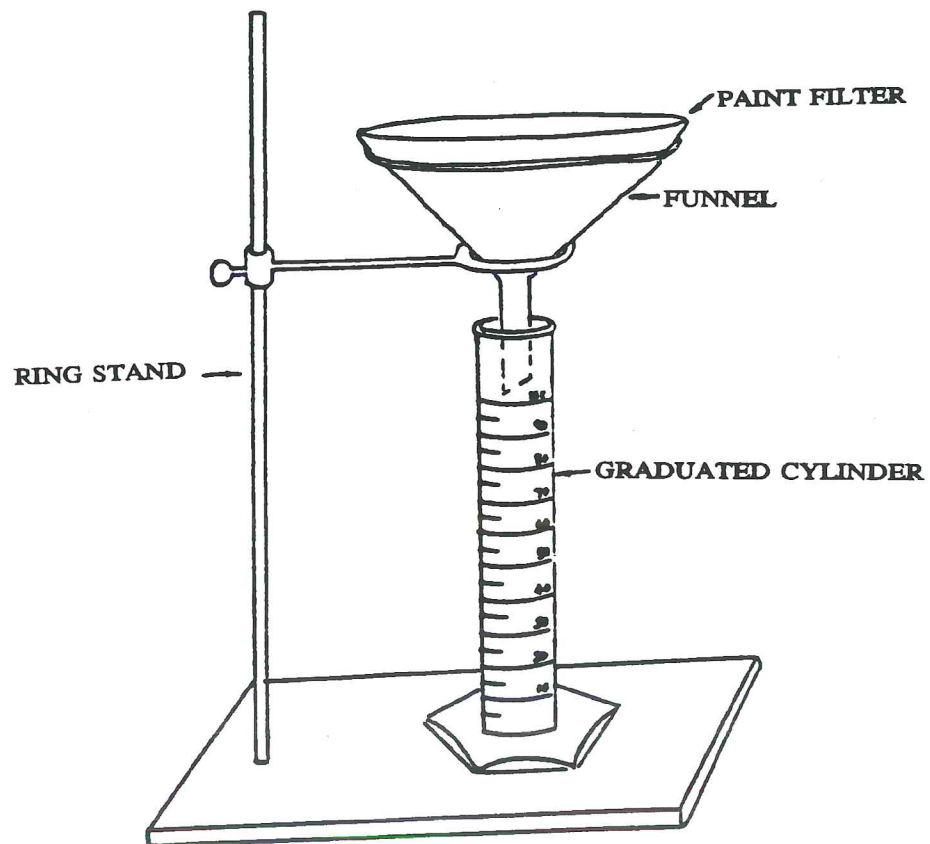
9.0 METHOD PERFORMANCE

9.1 No data provided.

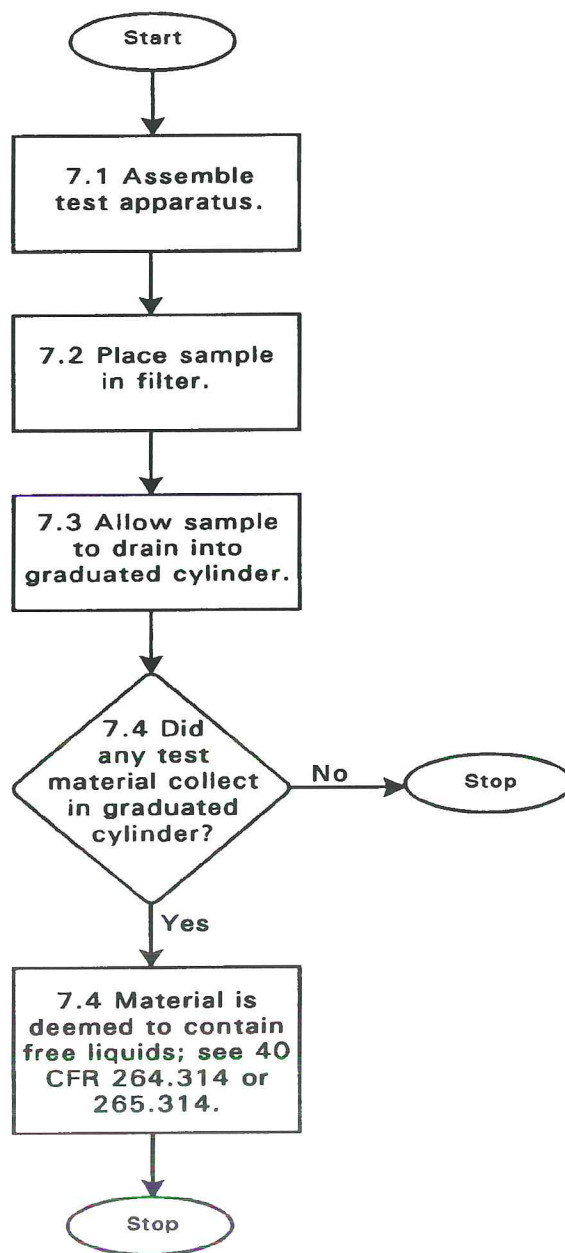
10.0 REFERENCES

10.1 None provided.

FIGURE 1
PAINT FILTER TEST APPARATUS



METHOD 9095B
PAINT FILTER LIQUIDS TEST



Appendix B
Waste Screening Form

Transfer Station
Permit No. 26-09T

Waste Screening Form

Date: _____
Truck Owner: _____
Truck Type: _____

Time Weighed in: _____
Driver Name: _____
Vehicle ID/Tag #: _____

Waste Generator/Source: _____

Reason Inspected: Random _____
Reasonable suspicion _____

Staff Initials _____
Staff Initials _____

Description of Load: _____

Load Accepted (Signature): _____

Date: _____

Not Accepted (Signature): _____

Date: _____

Fill out this section only if load was not accepted

Describe why load was not accepted: _____

Name of Generator Authority Contacted: _____

Name of Hauler Representative Notified: _____

Hauler contact phone number: _____

Time Contacted: _____

Notes: _____

Screeners Signature: _____

Date: _____

Appendix C
Fire Occurrence Report

**SOLID WASTE MANAGEMENT FACILITY
FIRE OCCURRENCE NOTIFICATION
NC DENR Division of Waste Management
Solid Waste Section**



Notify the Section verbally within 24 hours and submit written notification within 15 days of the occurrence.
(If additional space is needed, use back of this form.)

NAME OF FACILITY: _____ PERMIT # _____

DATE AND TIME OF FIRE: _____ @ _____

HOW WAS THE FIRE REPORTED AND BY WHOM:

LIST ACTIONS TAKEN:

WHAT WAS THE CAUSE OF THE FIRE:

DESCRIBE AREA, TYPE, AND AMOUNT OF WASTE INVOLVED:

WHAT COULD HAVE BEEN DONE TO PREVENT THIS FIRE:

DESCRIBE PLAN OF ACTIONS TO PREVENT FUTURE INCIDENTS:

NAME: _____ TITLE: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY SOLID WASTE SECTION REGIONAL STAFF

DATE RECEIVED _____

List any factors not listed that might have contributed to the fire or that might prevent occurrence of future fires:

FOLLOW-UP REQUIRED:

☐ NO ☐ PHONE CALL ☐ SUBMITTAL ☐ MEETING ☐ RETURN VISIT BY: _____ (DATE)

ACTIONS TAKEN OR REQUIRED:

From: John Pfleger
To: Chao, Ming-tai
Subject: RE: Fayetteville Transfer Station Lease Agreement & comment on the permit application
Date: Tuesday, February 04, 2014 11:16:37 AM
Attachments: [2013 FayettevilleTransfer Ops Plan.pdf](#)
[\(18\) Applicant Signature Page.pdf](#)

Mr. Chao,

Here is a final operations plan revision. Hard copies are in the mail to your attention.

Thank you,
John Pfleger

From: Chao, Ming-tai [mailto:ming.chao@ncdenr.gov]
Sent: Friday, January 24, 2014 11:29 AM
To: John Pfleger
Cc: Hammonds, Andrew; Shackelford, Dennis
Subject: Fayetteville Transfer Station Lease Agreement & comment on the permit application

Dear Mr. Pfleger:

I have completed a review of the permit application – Operations Manual (Doc ID 20422) for the above-referenced facility and have a few minor comments stated below:

1. (Section 1.2.3) The telephone number for the Raleigh central office of the Solid Waste Section is 919-707-8200. The listed phone number 877-623-6748 is not recognizable? Please clarify.
2. (Sections 1.7 or 2.5) Please describe the approaches to handle “hot loads” at the following conditions – at the site entrance & approaching the facility scale house, passing the scale house prior to being unloaded to the tipping floor, and on the tipping floor.
3. (Section 2.6.3) The Solid Waste Permit Number for Sampson County Disposal, LLC Landfill is 82-02, not 82-92. Please correct this typographic error.
4. (Section 2.7.2, on Page 2-6) The temporary waste storage at the Transfer Facility described in Item 14 is an acceptable approach; however, the facility personnel must inspect and ensure that the waste-loaded trailer is leak resistance and confirm of no liquid/leachate leaking out of the trailer. Please add this requirement to the Item 14.

Please send me a hard copy and electronic copy of the final permit application.

Regarding the lease agreement, I am a Permitting Engineer with Civil Engineering background, not a legal counsel, with minimum knowledge of the legal languages; therefore, I can't determine if the “Certificate of Compliance and Occupancy (CO)” issued by the City of Fayetteville on 09/14/2010 is legally equivalent to the Exhibit A - “Completion Certificate” attached to the lease agreement. I would suggest that Waste Industries, LLC issues a “clarification” letter attaching the CO and requests the City to confirm the leases

If it is too much effort to proceed this request, please have the City Official – City Manager or Solid Waste Director (the Owner of the facility) send me a written document – letter or e-mail that City considers the CO Date - 09/14/2010 is the “completion date” defined in the Section 4 – Term of the lease agreement, which can be sent in with the completed “certification for land owner” (see attachment). To do so, it will demonstrate that the Owner is aware of the potential issue caused by the non-execute legal document at the first place and acts on it later on.

To avoid any potential dispute and litigation in the future due to this lease agreement, your effort to straight this issue is highly appreciate. Again, thank you for your assistance and cooperation on this matter. Please feel free to contact me if you have any question.

Ming Chao

Ming-Tai Chao, P.E.
Environmental Engineer
Permitting Branch, Solid Waste Section
Division of Waste Management
(Mailing Address)
1646 Mail Service Center
Raleigh, NC 27699-1646
(Street Address)
Green Square, 217 West Jones Street
Raleigh, NC 27603
Tel. 919-707-8251
ming.chao@ncdenr.gov
<http://portal.ncdenr.org/web/wm/sw>

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: John Pflieger [<mailto:john.pflieger@wasteindustries.com>]
Sent: Tuesday, January 21, 2014 5:03 PM
To: Chao, Ming-tai
Subject: FW: Fayetteville Transfer Station Agreement

Mr. Chao,

I have been trying to get a copy of a completed exhibit A as you requested but we do not have one. Will this certificate of completion and occupancy suffice?

John Pflieger
Waste Industries

From: Ted Habets
Sent: Tuesday, January 21, 2014 4:13 PM
To: John Pflieger; Lisa Inman
Subject: RE: Fayetteville Transfer Station Agreement

John,

I don't believe that Exhibit A was ever executed, but here's a copy of the Certificate of Completion and Occupancy that the City of Fayetteville provided. Will this work for you?

Ted

From: John Pfleger
Sent: Tuesday, January 21, 2014 3:51 PM
To: Lisa Inman
Cc: Ted Habets
Subject: Re: Fayetteville Transfer Station Agreement

Do you think the city would have it? DENR wants it to confirm the date lease was renewed. Any other suggestions for proof of start date may be helpful as well.

Sent from my iPhone

On Jan 21, 2014, at 9:04 AM, "Lisa Inman" <Lisa.Inman@wasteindustries.com> wrote:

I don't think we have a completed Exhibit A.

From: Ted Habets
Sent: Friday, January 17, 2014 5:05 PM
To: Lisa Inman
Subject: RE: Fayetteville Transfer Station Agreement

I do not have a completed Exhibit A. The lease agreement copy that's attached is the only one I have on file here.

From: Lisa Inman
Sent: Friday, January 17, 2014 4:24 PM
To: Ted Habets
Subject: FW: Fayetteville Transfer Station Agreement

Ted – Can you check your file and see if you have a fully completed Exhibit A, which is the completion certificate. I'm not confident we have a completed one, but it is worth checking for. John needs it for a DENR filing.

Thanks –
Lisa

From: John Pfleger
Sent: Friday, January 17, 2014 4:16 PM
To: Lisa Inman
Subject: RE: Fayetteville Transfer Station Agreement

They want a completed "Exhibit A" pg 14 of lease agreement. Do you have this or could you get it?

From: Lisa Inman
Sent: Friday, January 17, 2014 1:45 PM

To: John Pflieger
Subject: FW: Fayetteville Transfer Station Agreement

That wasn't too hard to find!

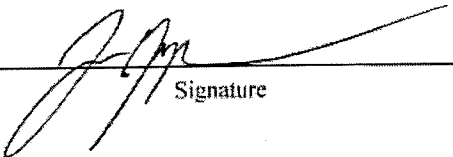
From: Ted Habets
Sent: Wednesday, October 09, 2013 3:39 PM
To: Lisa Inman
Subject: Fayetteville Transfer Station Agreement

Applicant Signature Page

Name of Facility Fayetteville Transfer Station

I certify that I have read and understand this application and that the information provided is true, accurate, and complete to the best of my knowledge.

I understand that North Carolina General Statute 130A-22 provides for administrative penalties of up to fifteen thousand dollars (\$15,000.00) per day per each violation of the Solid Waste Management Rules. I further understand that the Solid Waste Management Rules may be revised or amended in the future and that the facility siting and operations of this solid waste management facility will be required to comply with all such revisions or amendments.

 John Pfleger 1/17/14
Signature Print Name Date

Sr. EHS Specialist
Title

Waste Industries
Business or Organization Name

Permit No.	Date	Document ID No.
26-09T	February 04, 2014	20510

Received by an e-mail
Date: **February 03, 2014**
Solid Waste Section
Raleigh Central Office

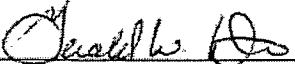
COMPLETION CERTIFICATE

TRANSFER STATION CONSTRUCTION, OPERATION AND LEASE AGREEMENT Dated August 18, 2009

The undersigned hereby certify that the transfer station constructed at 583 Winslow Street, Fayetteville, NC was completed on September 14, 2010 as reflected in the attached Certificate of Completion and Occupancy issued by the City of Fayetteville. The parties agree that the "Completion Date" under the Transfer Station Construction, Operation and Lease Agreement (the "Agreement") shall be September 14, 2010.

The parties further acknowledge that this Completion Certificate shall supersede and replace the Completion Certificate attached to the Agreement.

CITY OF FAYETTEVILLE

By: 
Name: Gerald W. Dietzen
Title: ENVIRONMENTAL SERVICES DIRECTOR

Replaces
Exhibit A, Completion
Certificate

WASTE INDUSTRIES, LLC


By: 
Name: Michael J. Durham
Title: Vice President

EXHIBIT A

COMPLETION CERTIFICATE

The undersigned hereby certify that the transfer station constructed at _____ has been completed in accordance with the plans and specifications and has received all approvals and permits necessary to be open for business as of this _____ day of _____, which date shall be the "Completion Date" under the Transfer Station Construction, Operation and Lease Agreement dated _____, 2009 between the undersigned.

CITY OF FAYETTEVILLE



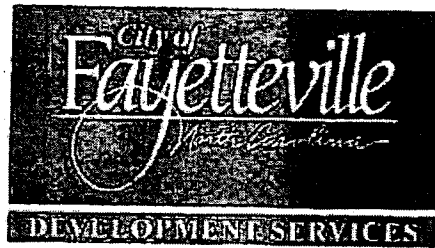
ATTEST:

By: 
DALE E. IMAN, City Manager


RITA PERRY, City Clerk

WASTE INDUSTRIES, LLC

By: _____
MICHAEL J. DURHAM, Vice President



CERTIFICATE OF COMPLETION AND OCCUPANCY

Reference:

Building Permit Issue Date: 2010-04-09

Building Permit #: 201016845

CO Issue Date: 09/14/2010

This is to certify that inspections have been made of the:

☒ Zoning ☒ Building ☐ Mechanical
☒ Electrical ☐ Landscaping ☐ Plumbing

of the structure at:

Number and Street: 583 Winslow St Fayetteville, NC (0437-31-2400)

Subdivision:

Lot/Block/Zone: 00

and the work authorized under the above numbered building permit has been completed in compliance with the North Carolina State Building Code.

Permission is hereby granted to City Of Fayetteville to occupy and use the structure, land, and floor area of building, at the above location for the following purposes:

Type of Improvement: Storage

Occupancy Type: Storage

Type of Construction: 2B

Occupancy Capacity:

Remarks:

Date Finalized: 09/14/2010

Signature: Randy H. Ray

Building Inspector: Randy Ray

If this Certificate of Completion and Occupancy is issued by the direction of the City/County's Board of Adjustment, it shall be subject to any and all conditions specified by the Board. If any of the conditions so specified or any part thereof shall be held void or invalid, or if any such conditions are not complied with, this Certificate shall be void and of no effect. This Certificate of Completion and Occupancy shall remain in force until such time that there is an alteration, addition, or change in use of this structure, or land, when it shall become void and a new Certificate must be issued.

BUILDING DIVISION (910) 433-1707
PLANNING &
ZONING DIVISION (910) 433-1612

433 HAY STREET
FAYETTEVILLE, NC 28501-5537
www.cityoffayetteville.org
An Equal Opportunity Employer

HOUSING & CODE
ENFORCEMENT DIVISION (910) 433-1056

From: John Pfleger
To: Chao, Ming-tai
Subject: RE: Fayetteville Transfer Station Lease Agreement & comment on the permit application
Date: Monday, February 03, 2014 4:38:19 PM
Attachments: LeaseDate.pdf

Mr. Chao,

Please see attached document to replace Exhibit A. Does this satisfy?

John

From: Chao, Ming-tai [mailto:ming.chao@ncdenr.gov]
Sent: Friday, January 24, 2014 11:29 AM
To: John Pfleger
Cc: Hammonds, Andrew; Shackelford, Dennis
Subject: Fayetteville Transfer Station Lease Agreement & comment on the permit application

Dear Mr. Pfleger:

I have completed a review of the permit application – Operations Manual (Doc ID 20422) for the above-referenced facility and have a few minor comments stated below:

1. (Section 1.2.3) The telephone number for the Raleigh central office of the Solid Waste Section is 919-707-8200. The listed phone number 877-623-6748 is not recognizable? Please clarify.
2. (Sections 1.7 or 2.5) Please describe the approaches to handle “hot loads” at the following conditions – at the site entrance & approaching the facility scale house, passing the scale house prior to being unloaded to the tipping floor, and on the tipping floor.
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Please send me a hard copy and electronic copy of the final permit application.

Regarding the lease agreement, I am a Permitting Engineer with Civil Engineering background, not a legal counsel, with minimum knowledge of the legal languages; therefore, I can't determine if the “Certificate of Compliance and Occupancy (CO)” issued by the City of Fayetteville on 09/14/2010 is legally equivalent to the Exhibit A - “Completion Certificate” attached to the lease agreement. I would suggest that Waste Industries, LLC issues a “clarification” letter attaching the CO and requests the City to confirm the leases expiration day by completion the “Exhibit A.”

Permit No.	Date	Document ID No.
26-09T	January 24, 2014	20449

From: Chao, Ming-tai
To: "John Pfleger"
Cc: Hammonds, Andrew; Shackelford, Dennis
Subject: Fayetteville Transfer Station Lease Agreement & comment on the permit application
Date: Friday, January 24, 2014 11:29:00 AM
Attachments: certification Land Owner.pdf

Sent by an e-mail
 Date: January 24, 2014
 Solid Waste Section
 Raleigh Central Office

No Log

Dear Mr. Pfleger:

I have completed a review of the permit application – Operations Manual (Doc ID 20422) for the above-referenced facility and have a few minor comments stated below:

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If it is too much effort to proceed this request, please have the City Official – City Manager or Solid Waste Director (the Owner of the facility) send me a written document – letter or e-mail that City considers the CO Date - 09/14/2010 is the “completion date” defined in the Section 4 – Term of the lease agreement, which can be sent in with the completed “certification for land owner” (see attachment). To do so, it will demonstrate that the Owner is aware of the potential issue caused by the non-execute legal document at the first place and acts on it later on.

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Ming Chao

Ming-Tai Chao, P.E.
Environmental Engineer
Permitting Branch, Solid Waste Section
Division of Waste Management
(Mailing Address)
1646 Mail Service Center
Raleigh, NC 27699-1646
(Street Address)
Green Square, 217 West Jones Street
Raleigh, NC 27603
Tel. 919-707-8251
ming.chao@ncdenr.gov
<http://portal.ncdenr.org/web/wm/sw>

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: John Pflieger [mailto:john.pflieger@wasteindustries.com]
Sent: Tuesday, January 21, 2014 5:03 PM
To: Chao, Ming-tai
Subject: FW: Fayetteville Transfer Station Agreement

Mr. Chao,

I have been trying to get a copy of a completed exhibit A as you requested but we do not have one. Will this certificate of completion and occupancy suffice?

John Pflieger
Waste Industries

From: Ted Habets
Sent: Tuesday, January 21, 2014 4:13 PM
To: John Pflieger; Lisa Inman
Subject: RE: Fayetteville Transfer Station Agreement

John,

I don't believe that Exhibit A was ever executed, but here's a copy of the Certificate of Completion and Occupancy that the City of Fayetteville provided. Will this work for you?

Ted

From: John Pflieger
Sent: Tuesday, January 21, 2014 3:51 PM
To: Lisa Inman
Cc: Ted Habets
Subject: Re: Fayetteville Transfer Station Agreement

Do you think the city would have it? DENR wants it to confirm the date lease was renewed. Any

other suggestions for proof of start date may be helpful as well.

Sent from my iPhone

On Jan 21, 2014, at 9:04 AM, "Lisa Inman" <Lisa.Inman@wasteindustries.com> wrote:

I don't think we have a completed Exhibit A.

From: Ted Habets
Sent: Friday, January 17, 2014 5:05 PM
To: Lisa Inman
Subject: RE: Fayetteville Transfer Station Agreement

I do not have a completed Exhibit A. The lease agreement copy that's attached is the only one I have on file here.

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To: Ted Habets
Subject: FW: Fayetteville Transfer Station Agreement

Ted – Can you check your file and see if you have a fully completed Exhibit A, which is the completion certificate. I'm not confident we have a completed one, but it is worth checking for. John needs it for a DENR filing.

Thanks –
Lisa

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That wasn't too hard to find!

From: Ted Habets
Sent: Wednesday, October 09, 2013 3:39 PM
To: Lisa Inman
Subject: Fayetteville Transfer Station Agreement



no log

Permit No.	Date	Document ID No.
26-09T	January 24, 2014	20448

Sent by an e-mail
Date: January 21, 2014
Solid Waste Section
Raleigh Central Office

CERTIFICATE OF COMPLETION AND OCCUPANCY

Reference:

Building Permit Issue Date: 2010-04-09

Building Permit #: 201016845

CO Issue Date: 09/14/2010

This is to certify that inspections have been made of the:

☒ Zoning ☒ Building ☐ Mechanical
☒ Electrical ☐ Landscaping ☐ Plumbing

of the structure at:

Number and Street: 583 Winslow St Fayetteville, NC (0437-31-2400)

Subdivision:

Lot/Block/Zone: 00

and the work authorized under the above numbered building permit has been completed in compliance with the North Carolina State Building Code.

Permission is hereby granted to City Of Fayetteville to occupy and use the structure, land, and floor area of building, at the above location for the following purposes:

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Occupancy Type: Storage

Type of Construction: 2B

Occupancy Capacity:

Remarks:

Date Finaled: 09/14/2010

Signature: Randy H. Ray

Building Inspector: Randy Ray

If this Certificate of Completion and Occupancy is issued by the direction of the City/County's Board of Adjustment, it shall be subject to any and all conditions specified by the Board. If any of the conditions so specified or any part thereof shall be held void or invalid, or if any such conditions are not complied with, this Certificate shall be void and of no effect. This Certificate of Completion and Occupancy shall remain in force until such time that there is an alteration, addition, or change in use of this structure, or land, when it shall become void and a new Certificate must be issued.

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FAYETTEVILLE, NC 28301-5537
www.cityoffayetteville.org
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HOUSING & CODE
ENFORCEMENT DIVISION (910) 433-1056

From: John Pfleger
To: Chao, Ming-tai
Subject: FW: Fayetteville Transfer Station Agreement
Date: Tuesday, January 21, 2014 5:03:11 PM
Attachments: 2014-01-21@15.34.12[1].pdf

Mr. Chao,

I have been trying to get a copy of a completed exhibit A as you requested but we do not have one. Will this certificate of completion and occupancy suffice?

John Pfleger
Waste Industries

From: Ted Habets
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To: John Pfleger; Lisa Inman
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Sent: Friday, January 17, 2014 4:24 PM
To: Ted Habets

Subject: FW: Fayetteville Transfer Station Agreement

Ted – Can you check your file and see if you have a fully completed Exhibit A, which is the completion certificate. I'm not confident we have a completed one, but it is worth checking for. John needs it for a DENR filing.

Thanks –
Lisa

From: John Pflieger
Sent: Friday, January 17, 2014 4:16 PM
To: Lisa Inman
Subject: RE: Fayetteville Transfer Station Agreement

They want a completed "Exhibit A" pg 14 of lease agreement. Do you have this or could you get it?

From: Lisa Inman
Sent: Friday, January 17, 2014 1:45 PM
To: John Pflieger
Subject: FW: Fayetteville Transfer Station Agreement

That wasn't too hard to find!

From: Ted Habets
Sent: Wednesday, October 09, 2013 3:39 PM
To: Lisa Inman
Subject: Fayetteville Transfer Station Agreement

Permit No.	Date	Document ID No.
26-09T	February 04, 2014	20511

From: Chao, Ming-tai
To: "John Pflieger"
Subject: RE: Fayetteville Transfer Station Renewal (Permit 2609-TRANSFER)
Date: Friday, January 17, 2014 4:02:00 PM

Sent by an e-mail
 Date: ~~February 17, 2014~~
 Solid Waste Section
 Raleigh Central Office

Dear Mr. Pflieger:

Thank you for the prompt responses to my requests. After reviewing the lease agreement dated August 2009 (Agreement), I need a further clarification from you.

Do you have the completed & signed "Exhibit A" attached to the lease agreement? The date in the "Exhibit A" is defined as the "Completion Date" in Paragraph 1 of the Agreement. Referring Paragraph 4, this Agreement shall be expired/terminated on the date that is fifteen (15) years after the "Completion Date." So, said that the Exhibit A is signed and dated in 2009 (if you can provide me the complete Exhibit A), the Agreement is valid through 2024; then the issuance of a 10-year permit is not an issue any more. Thank you for your assistance on this matter.

Ming Chao

Ming-Tai Chao, P.E.
 Environmental Engineer
 Permitting Branch, Solid Waste Section
 Division of Waste Management
(Mailing Address)
1646 Mail Service Center
Raleigh, NC 27699-1646
(Street Address)
 Green Square, 217 West Jones Street
 Raleigh, NC 27603
Tel. 919-707-8251
ming.chao@ncdenr.gov
<http://portal.ncdenr.org/web/wm/sw>

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: John Pflieger [mailto:john.pflieger@wasteindustries.com]
Sent: Friday, January 17, 2014 2:41 PM
To: Chao, Ming-tai
Cc: Mussler, Ed; Shackelford, Dennis; Hammonds, Andrew; Johnson, Mary H; Ted Habets; gdietzen@cifay.nc.us
Subject: RE: Fayetteville Transfer Station Renewal (Permit 2609-TRANSFER)

Mr. Chao,

I have attached lease agreement and applicant signature as requested. The property owner form was sent to Mr. Dietzen for completion.

We would like to renew our permit for a period of 10 years. You may request payment through me at:

- Waste Industries
Attn: John Pflieger, Sr. EHS Specialist
3301 Benson Drive Suite 601
Raleigh, NC 27609
919-877-7523

Thank you,
John Pflieger

From: Chao, Ming-tai [<mailto:ming.chao@ncdenr.gov>]
Sent: Friday, January 17, 2014 12:18 PM
To: John Pflieger
Cc: Mussler, Ed; Shackelford, Dennis; Hammonds, Andrew; Johnson, Mary H
Subject: Fayetteville Transfer Station Renewal (Permit 2609-TRANSFER)

Dear Mr. Pflieger:

I got the document tracking # (Doc ID 20422) for the received permit application from the system, but the tracking system (CARA) still can't allow me to upload the document. I will keep you posted if anything comes up.

After quick reviewing the permit application - Operations Plan, I have several questions of the submittal and need your responses (some might take your lots of time to completed if the document is not available):

1. The facility is leased by Waste Industries, LLC from the City of Fayetteville. Since I only can locate the 5- year lease agreement (2002 thru 2007) in our file system, please provide me a copy of the current & valid lease agreement which will extend on and/or beyond the permit cycle duration (the new 5 year permit will be expired in 2017 or 2022 for a 10-yr permit).
2. Please complete the attached "Certification or Signature Page" by the Applicant/Operator - Waste Industries, LLC and the land owner - the City of Fayetteville. The document will be a portion of the permit application.
3. Please inform me of your request of the permit cycles – 5 years or 10 years. This info will be used to calculate the permit fee: \$3,000 for a 5-yr permit & \$5,500 for a

10-yr permit. Please be advised that the property lease agreement will govern the permit valid time frame. Additionally, please provide me the **contact info** of the person who will be in charge of paying the required fee – name, job title, phone #, mailing address & e-mail address.

Thank you for your help on these matters. Please contact me if you have any concerns of my requests. I will review the Operations Plan today. Have a wonderful weekend.

Ming Chao

Ming-Tai Chao, P.E.
Environmental Engineer
Permitting Branch, Solid Waste Section
Division of Waste Management
(Mailing Address)
1646 Mail Service Center
Raleigh, NC 27699-1646
(Street Address)
Green Square, 217 West Jones Street
Raleigh, NC 27603
Tel. 919-707-8251
ming.chao@ncdenr.gov
<http://portal.ncdenr.org/web/wm/sw>

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: Chao, Ming-tai
Sent: Thursday, January 16, 2014 2:53 PM
To: John Pflieger; Mussler, Ed
Cc: Frost, Larry; Ted Habets
Subject: RE: Fayetteville Transfer Station Renewal (Permit 2609-TRANSFER)

Dear Mr. Pflieger:

I received the electronic copy of the Permit Amendment Application - Operations Plan for the above-referenced Transfer Station. Due to the problem of DWM document tracking system today, I can't upload the document to the system at this moment but will provide you the Doc ID # and the status later when the system is back on-line. I will review the permit application shortly. Thank you and have a wonderful day.

Ming Chao

Ming-Tai Chao, P.E.
Environmental Engineer, Permitting Branch
Solid Waste Section
1646 MSC

Raleigh, NC 27699-1646

Phone: 919-707-8251

From: John Pfleger [john.pfleger@wasteindustries.com]
Sent: Thursday, January 16, 2014 1:52 PM
To: Mussler, Ed
Cc: Frost, Larry; Chao, Ming-tai; Ted Habets
Subject: Fayetteville Transfer Station Renewal (Permit 2609-TRANSFER)

Mr. Mussler,

Transfer Station permit #26-09 (City of Fayetteville Transfer Station) will expire on July 30, 2014. After review of permit requirements the operations plan was revised to reflect changes in management.

I have attached a copy of the plan. If you require further information to complete the renewal please contact me.

Thank you,

John Pfleger
Sr. EHS Specialist
Waste Industries
3301 Benson Drive Suite 601
Raleigh NC 27617
Office: 919-877-7523
Cell: 919-201-3033
Fax: 919-325-3018

20
log

Fac/Perm/Co ID #	Date	Doc ID#
26-09T	11/17/14	DIN 20433

TRANSFER STATION CONSTRUCTION, OPERATION AND LEASE AGREEMENT

THIS TRANSFER STATION CONSTRUCTION, OPERATION AND LEASE AGREEMENT (this "Agreement") is dated and made effective this 18th day of August, 2009, by and between the CITY OF FAYETTEVILLE, North Carolina (hereinafter "CITY"), and WASTE INDUSTRIES, LLC, a North Carolina limited liability company (hereinafter "WASTE INDUSTRIES");

WITNESSETH:

WHEREAS, the CITY and Sampson County Disposal, LLC, entered into a Lease Agreement dated July 15, 2002, for the transfer facility (the "Existing Facility" and some surrounding property (the "Existing Lease"); and

WHEREAS, Sampson County Disposal, LLC, is an affiliate of WASTE INDUSTRIES; and

WHEREAS, the Existing Lease for the Existing Facility expired on July 31, 2007, and WASTE INDUSTRIES opted to extend the Existing Lease for an additional five (5) years; and

WHEREAS, WASTE INDUSTRIES currently uses the Existing Facility for tipping commercial solid waste hauled to Sampson County Disposal, LLC, Roseboro, North Carolina; and

WHEREAS, the Existing Facility and equipment have surpassed their useful life and are no longer adequate to continue functioning as a transfer facility.

NOW, THEREFORE, it is mutually agreed and understood between the parties as follows:

1. **Construction of New Transfer Station.** WASTE INDUSTRIES will construct a new transfer facility (the "New Facility") located at 583 Winslow Street, Fayetteville, NC as further described in Section 2 below at its own cost in accordance with a plan and schedule provided by WASTE INDUSTRIES and approved by the CITY, which approval will not be unreasonably withheld. Completion of the New Facility will be evidenced by execution by both parties of a Certificate in substantially the form attached hereto as Exhibit A, certifying the completion date of the New Facility (the "Completion Date"). WASTE INDUSTRIES will dismantle and dispose of the Existing Facility at its own cost, in accordance with a demolition plan and schedule provided by WASTE INDUSTRIES and approved by the CITY, which approval will not be unreasonably withheld.

2. **Lease of New Facility.** The CITY hereby leases, and WASTE INDUSTRIES hereby takes and rents from CITY, the premises described in Exhibit B, consisting of a legal description and site plan, attached hereto and made a part hereof, together with all improvements located thereon (including, without limitation, the Existing Facility and, from and after the *

Completion Date, the New Facility) and all easements, rights, licenses and permits appurtenant thereto the ("Premises"). The Existing Lease shall be superseded and replaced in its entirety by this Agreement on and as of the date hereof.

3. **Lease of Equipment.** In addition, CITY leases unto WASTE INDUSTRIES, and WASTE INDUSTRIES takes and rents from CITY, the items of personal property, plus any replacements or additions thereto, described in Exhibit C attached hereto and made a part hereof (the "Equipment").

4. **Term.** This Agreement shall be effective upon the date hereof and shall terminate on the date that is fifteen (15) years after the Completion Date ("Term"). The parties may extend the Term for an additional five (5) year period (the "Renewal Term") by mutual agreement not less than ninety (90) days prior to expiration of the Term. The Renewal Term, if applicable, will be included in the definition of "Term". Prior to expiration of the Term, including the Renewal Term, if any, CITY, subject to its obligation as a public body to make the Premises and Equipment available to other potential lessees, agrees to negotiate in good faith with WASTE INDUSTRIES regarding further renewals. Should the renewal or extension not be signed by the expiration of the Term, this Agreement will continue on a month-to-month basis at rates existing at the time of the expiration.

5. **Rental Amount.** Beginning on the date of this Agreement, WASTE INDUSTRIES shall pay rent to CITY the sum of Two Thousand Five Hundred Dollars (\$2,500) per month. Beginning on the Completion Date, WASTE INDUSTRIES shall pay the following monthly rent to CITY, with Year 1 beginning on the Completion Date and each subsequent year beginning on the next following anniversary of the Completion Date:

Year 1	\$3,300.00
Year 2	\$3,630.00
Year 3	\$3,993.00
Year 4	\$4,392.00
Year 5	\$4,831.00

Thereafter, the monthly rent amount will increase on each subsequent anniversary of the Completion Date by the annual percentage increase in the Consumer Price Index All Urban Consumers, All Items, South Urban Group, 50,000-450,000 population, as published by Bureau of Labor Statistics of the United States Department of Labor (the "CPI") for the most recently available 12-month period. In the event that the publication of the CPI is hereafter discontinued, the parties will designate a comparable index to be used in lieu thereof for purposes of this Agreement. All such rent payments to be due and payable in advance no later than the 10th day of each calendar month for and during the Term and any extensions thereof.

6. **Fire Insurance.** WASTE INDUSTRIES shall carry at all times during the Term, at WASTE INDUSTRIES' expense, fire insurance with extended coverage insuring against loss or damage to the buildings and/or other improvements making up the New Facility, as well as the Equipment located at the New Facility in an amount equal to the full insurable value thereof. CITY will continue to provide such insurance on the Existing Facility and equipment as set forth

in the Existing Lease until the Existing Facility is dismantled and disposed of as set forth herein. WASTE INDUSTRIES, at its own expense, shall insure its own trade fixtures and personal property against any loss by fire, theft, vandalism or any other physical damage. The CITY will be listed as a certificate holder on such insurance policies and shall be provided copies of all renewals or notices of cancellation of policies.

7. **Trade Fixtures.** Notwithstanding the foregoing, WASTE INDUSTRIES shall be permitted to install, subject to compliance with all applicable federal, state, and local statutory or common law, ordinance, rule, or regulation, whether now in existence or established or enacted in the future, its trade fixtures on the Premises (including, without limitation, a new/additional set of scales), and WASTE INDUSTRIES shall be permitted to remove said new trade fixtures from the Premises at any time. Any trade fixtures currently existing on the property that are the property of the CITY, including but not limited to the existing set of scales, shall either be returned to the CITY or the CITY shall receive reimbursement from WASTE INDUSTRIES for their current value should they be damaged or destroyed, ordinary wear and tear excepted.

8. **Improvements and Repairs.** WASTE INDUSTRIES shall, at WASTE INDUSTRIES' expense, perform all regular maintenance of the Premises and the Equipment and all parts thereof as required to keep the same in good condition and working order, ordinary wear and tear excepted. Notwithstanding the foregoing, WASTE INDUSTRIES assumes financial responsibility to make all improvements and repairs, if any, to the paved surfaces and apron areas located on Premises and to keep same in good condition, ordinary wear and tear excepted. WASTE INDUSTRIES shall submit to CITY every six (6) months a written report of all material maintenance activity with respect to the Existing Facility and, from and after the Completion Date, the New Facility.

At the expiration or earlier termination of this Agreement, subject to the provisions of Section 16, WASTE INDUSTRIES shall surrender the Equipment and Premises to CITY in good order and condition, except for ordinary wear and tear and damage by insured casualty (the proceeds of which shall be applied to the repair or replacement of the same). Subject to the provisions of Section 16, upon the expiration of this Agreement, all improvements shall become the property of the CITY.

9. **Indemnification.** Except to the extent of the negligent acts or omissions or willful misconduct of CITY, or its contractors, agents, or employees, WASTE INDUSTRIES shall indemnify and hold CITY, its elected officials, directors, officials, employees and agents harmless from and against liability for losses, expenses, demands and claims in connection with, arising out of or resulting from (a) the negligence of WASTE INDUSTRIES, its contractors, agents, and employees, in the use of the Premises and the Equipment and in the performance of this Agreement, or (b) breach by WASTE INDUSTRIES of any term, condition, covenant, representation or warranty of this Agreement.

Except to the extent of the negligent acts or omissions or willful misconduct of WASTE INDUSTRIES, or its contractors, agents, or employees, CITY shall indemnify and hold WASTE INDUSTRIES, its members, managers, officers, directors, employees and agents harmless from and against liability for losses, expenses, demands and claims, to the extent allowed by

applicable law, in connection with, arising out of or resulting from (a) the negligence of CITY, its contractors, agents, and employees in the performance of this Agreement, or (b) breach by the CITY of any term, condition, covenant, representation or warranty of this Agreement.

Notwithstanding the foregoing, CITY and WASTE INDUSTRIES each waive any claims each may have against the other arising out of personal injury or damage to property to the extent of recovery received by such party pursuant to the insurance required to be carried hereunder.

10. Insurance.

(a) WASTE INDUSTRIES shall obtain all insurance required under this paragraph and such insurance shall be subject to approval by CITY, which approval will not be unreasonably withheld. All insurance policies shall be written by insurers licensed to do business in North Carolina. CITY reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A. WASTE INDUSTRIES shall not allow any subcontractors, agents, or employees access to the Premises and Equipment until all such insurance has been so obtained and approved.

The insurance required for this Agreement is as follows:

(i) Commercial General Liability ISO #CG 00 01 10 93: WASTE INDUSTRIES shall take out and maintain during the Term of this Agreement commercial general liability insurance with limits of \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate other than products/completed operations; \$2,000,000.00 aggregate for products/completed operations.

(ii) Automobile Liability ISO #CA 00 01 12 93: WASTE INDUSTRIES shall take out and maintain during the Term of this Agreement automobile liability insurance in an amount not less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage for owned, non-owned, and hired automobiles.

(iii) Workers' Compensation and Employers' Liability Insurance: WASTE INDUSTRIES shall take out and maintain during the term of this Agreement workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$1,000,000.00 each accident, \$1,000,000.00 policy limit, and \$1,000,000.00 each employee for all employees employed. In case any employee(s) engaged under this Agreement is or are not protected under the Workers' Compensation Statute, WASTE INDUSTRIES shall provide adequate coverage for the protection of employees not otherwise protected.

(b) The CITY shall obtain and maintain during the Term of this Agreement commercial general liability insurance pursuant to N.C.G.S. § 160A-485 with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, subject to approval by WASTE INDUSTRIES, which approval will not be unreasonably withheld. All insurance policies shall be written by insurers licensed to do business in North Carolina. WASTE INDUSTRIES

reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A.

11. Other Insurance Provisions.

(a) Any deductible or self-insured retention must be declared to and approved by CITY. CITY acknowledges that WASTE INDUSTRIES has informed it that there is a \$100,000 deductible on the insurance referenced in Subsections 10(a)(ii) and (iii) above, and a \$25,000 deductible on the insurance referenced in Subsection 10(a)(i) above.

(b) The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability Coverage. CITY's officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of WASTE INDUSTRIES; products and completed operations of WASTE INDUSTRIES; premises owned, leased, or used by WASTE INDUSTRIES; or automobiles owned, leased, hired or borrowed by WASTE INDUSTRIES. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officials, employees or volunteers.

(2) WASTE INDUSTRIES' insurance coverage shall be primary insurance as respects the CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees, or volunteers shall be excess of WASTE INDUSTRIES' insurance and shall not contribute with it.

(3) Coverage shall state that WASTE INDUSTRIES' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville
Attention: City Manager
433 Hay Street
Fayetteville, NC 28301-5537

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, and volunteers. In the event CITY is damaged by the failure of WASTE INDUSTRIES to maintain such insurance and to so notify CITY, WASTE INDUSTRIES shall bear all reasonable costs properly attributable thereto.

thereafter within which to cure, provided that it has commenced and is reasonably proceeding to effect such cure. In the event of a default by CITY hereunder beyond any applicable cure period, in lieu of termination, WASTE INDUSTRIES shall have the right to remedy the condition giving rise to the default, and CITY shall reimburse WASTE INDUSTRIES for the actual, reasonable cost of such remedy, including, without limitation, all materials and labor. Performance of any act or expenditure of any sum hereunder shall not constitute a waiver of any other right of WASTE INDUSTRIES under the terms of this Agreement.

(c) Upon the occurrence of any Event or Default as set forth above, or at any time thereafter, the nondefaulting party shall have the right, at its option, to terminate this Agreement by giving notice of termination to the defaulting party not less than thirty (30) days prior to the effective date of such termination, subject, in the case of termination by WASTE INDUSTRIES due to an Event of Default by the CITY, to the terms of Section 16 below. In addition to the right to terminate this Agreement as provided herein, the nondefaulting party may exercise and pursue any and all rights and remedies against the defaulting party that the nondefaulting party may have at law or in equity.

16. **Early Termination.** With respect to any termination of this Agreement prior to the end of the initial fifteen (15) year Term by WASTE INDUSTRIES due to an Event of Default by CITY as set forth in Section 15 above, CITY shall be required to pay WASTE INDUSTRIES one hundred ten percent (110%) of the amount of the remaining unamortized actual cost to WASTE INDUSTRIES of constructing the New Facility, including tear down and disposal of the Existing Facility, which amount will be capped at \$1,500,000 (the "Cost of Construction"). For purposes of the above calculations, the amortization period will be deemed to be fifteen years and the amortization will be straight-lined during such period, with equal amounts amortized each month for one hundred eighty (180) months beginning on the Completion Date. This Section will survive termination of this Agreement. Within sixty (60) days following completion of all work on the New Facility, including destruction and disposal of the Existing Facility, WASTE INDUSTRIES will make available to CITY the total actual amount of costs incurred.

17. **Law Applicable.** WASTE INDUSTRIES and CITY each agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, and units of local government. This Agreement shall be interpreted under and governed by the laws of the State of North Carolina.

18. **Assignment.** WASTE INDUSTRIES shall not assign its contract rights under this Agreement or any part thereof, nor delegate any performances herein, nor subcontract without first obtaining the CITY's written approval, which shall not be unreasonably withheld, conditioned, or delayed. WASTE INDUSTRIES shall have the right to assign its contract rights hereunder in the event of WASTE INDUSTRIES' merger or consolidation with another entity, or in the event of the sale of all or substantially all of the assets of WASTE INDUSTRIES.

19. **Taxes.** Should any governmental authority having jurisdiction over the Premises other than CITY declare or otherwise assess any ad valorem tax on leases or leaseholds, then in

any of such events, all taxes so declared or charged shall be the obligation of WASTE INDUSTRIES.

20. **Binding Effect and Complete Terms.** The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by CITY and WASTE INDUSTRIES and by their respective successors and assigns. All negotiations and agreements of CITY and WASTE INDUSTRIES are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the CITY and WASTE INDUSTRIES.

21. **Notices and Written Consents.** All notices and written consents required under this Agreement shall be in writing and shall only be deemed properly served when (a) posted by certified United States mail, postage prepaid, return receipt requested; (b) addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing; and (c) deemed served upon receipt:

To CITY: City of Fayetteville
City Manager's Office
City Hall
433 Hay Street
Fayetteville, NC 28301

To WASTE INDUSTRIES: Waste Industries, LLC
3301 Benson Drive, Suite 601
Raleigh, NC 27609
Attn: President

22. **Utilities.** WASTE INDUSTRIES shall contract in its own name for water, sewer, electricity, telephone, natural gas, and any other utilities used or consumed on the Premises, and shall pay for such utility services when the statements for the same are due.

23. **Covenant of Title and Quiet Enjoyment.** CITY covenants and warrants to WASTE INDUSTRIES that CITY has full right and lawful authority to enter into this Agreement for the Term hereof and that WASTE INDUSTRIES' quiet and peaceable enjoyment of the Premises and the Equipment shall not be disturbed by anyone.

24. **Construction of Agreement.** This Agreement shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same. Any place in this Agreement where the consent of either party is required, such consent shall not unreasonably be withheld, conditioned, or delayed.

25. **Hazardous Substances.**

(a) CITY warrants and represents that as of the date of execution of this Agreement, the Premises are in compliance with all Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean any federal, state, or local statutory or common

law, ordinance, rule or regulation, relating to pollution or protection of the environment, including, without limitation, any common law or nuisance or trespass, and any law, rule, or regulation relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemicals, or industrial, toxic, or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or chemicals or industrial, toxic or hazardous substances or waste.

(b) WASTE INDUSTRIES or, as the case may be, CITY shall promptly give to the other party hereto written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any breach of any Environmental Laws of which WASTE INDUSTRIES or CITY has actual knowledge.

(c) WASTE INDUSTRIES agrees to indemnify and hold harmless CITY, its elected officials, officers, directors, employees, successors and assigns from and against any loss, cost, expense, liabilities or claims resulting from the breach of any Environmental Laws on or about the Premises which contaminate air, soils, surface waters, or ground waters over or under the Premises to the extent caused by WASTE INDUSTRIES or its employees, agents, or contractors. CITY agrees to indemnify and hold harmless WASTE INDUSTRIES, its officers, directors, employees, successors and assigns from and against any loss, cost, expense, liabilities or claims, to the extent allowed by applicable law, resulting from the breach of any Environmental Laws on or about the Premises which contaminate air, soils, surface waters, or ground waters over or under the Premises to the extent such breach occurred prior to the date of this Agreement or that of the Existing Lease with Waste Industries or is caused by CITY or its employees, agents, or contractors.

(d) If, during construction of the New Facility, including during the site review and preparation stage, WASTE INDUSTRIES or its environmental engineers identify issues that evidence non-compliance with Environmental Laws, to the extent not contributed to by WASTE INDUSTRIES, WASTE INDUSTRIES will notify the CITY of such non-compliance and provide its proposal for remediation. All liabilities, costs and expenses associated with such non-compliance, including those related to remediation, will be retained by CITY to the extent not contributed to by WASTE INDUSTRIES. CITY authorizes WASTE INDUSTRIES to take action to cause the remediation of such non-compliance and CITY will promptly reimburse WASTE INDUSTRIES for its reasonable costs and expenses in connection therewith. Once construction is complete, if evidence of non-compliance with Environmental Laws that appears to pre-date construction is discovered, to the extent not contributed to by WASTE INDUSTRIES, the CITY will retain all liability and the same process as set forth above with respect to remediation will be followed.

26. Memorandum of Lease. At the request of WASTE INDUSTRIES, CITY will execute in customary form a Memorandum of Lease for recording in the Cumberland County Registry.

27. **Special Stipulations.**

(a) WASTE INDUSTRIES agrees to pay a "host fee" to CITY of \$0.60 per ton for the first 115,000 tons of solid waste delivered to the Premises per year and \$1.00 per ton for any additional tons of solid waste delivered to the Premises per year. The "host fees" shall be adjusted by the CPI category described in Section 5 of this Agreement on an annual basis beginning on the first anniversary of the Completion Date. X

(b) WASTE INDUSTRIES agrees that it will reasonably cooperate with CITY to help design transportation routes that attempt to minimize the material adverse effects, if any, of WASTE INDUSTRIES' hauling vehicles and transfer trucks on local property owners near the Premises. WASTE INDUSTRIES will also use commercially reasonable efforts to inform and, to the extent reasonably practicable, require, that third-party haulers making deliveries to the Premises use the same "preferred" routes (for example, requiring in delivery contracts that certain routes, rather than others, be used).

(c) WASTE INDUSTRIES agrees to continue to employ a minimum of three (3) employees to man the New Facility and agrees to add one (1) employee for every additional 60,000 tons of waste transferred annually above the rate as of the signing of this Agreement.

(d) The agreements contained in this Section 27 shall terminate upon the expiration or earlier termination of this Agreement.

28. **Transfer Station Permit.** WASTE INDUSTRIES' obligations under this Agreement are at all times conditioned upon WASTE INDUSTRIES having obtained and maintaining for the Premises, and WASTE INDUSTRIES' use thereof, all such permits and licenses for operating a municipal solid waste transfer station as may be required by the State of North Carolina and any other applicable governmental authorities.

29. **Force Majeure.** Whenever a period of time is prescribed for the taking of any action by CITY or WASTE INDUSTRIES, neither CITY nor WASTE INDUSTRIES shall be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strike, fire, unusually adverse and catastrophic weather, embargoes, or any other cause beyond the reasonable control of CITY or WASTE INDUSTRIES, as the case may be, and occurring without the negligence or fault of the party seeking relief hereunder, but excluding any delays caused by or resulting from the financial condition or the unavailability or cost of funds of either party.

30. **Severability.** The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with purposes of this Agreement and the requirements of applicable law.

[The next page is the signature page.]

IN WITNESS WHEREOF, CITY and WASTE INDUSTRIES have signed this Agreement this day and year first above written.

CITY OF FAYETTEVILLE



ATTEST:

Rita Perry
RITA PERRY, City Clerk

By: Dale E. Iman
DALE E. IMAN, City Manager

WASTE INDUSTRIES, LLC

By: Michael J. Durham
Michael J. Durham, Vice President

APPROVED AS TO FORM:

Karen M. McDonald
KAREN M. MCDONALD, City Attorney

IN WITNESS WHEREOF, CITY and WASTE INDUSTRIES have signed this Agreement this day and year first above written.

CITY OF FAYETTEVILLE

By: _____
DALE E. IMAN, City Manager

ATTEST:

DEBORAH DANIELS, Interim City Clerk

WASTE INDUSTRIES, LLC

By: _____
Michael J. Durham, Vice President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

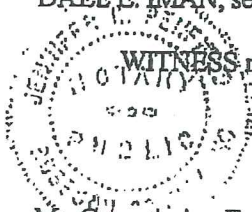
APPROVED AS TO FORM:

LISA T. SMITH, Chief Financial Officer

KAREN M. MCDONALD, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, Jennifer K. Penfield, a Notary Public for said County and State, do hereby certify that RITA PERRY personally appeared before me this day and acknowledged that she is the CITY CLERK for the CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the CITY OF FAYETTEVILLE, the foregoing instrument was signed in its name by its CITY MANAGER, DALE E. IMAN, sealed with its corporate seal and attested by RITA PERRY as its CITY CLERK.



WITNESS my hand and Notarial Seal, this the 18th day of August, 2009.

Jennifer K. Penfield
NOTARY PUBLIC

My Commission Expires: 6/28/2012

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that MICHAEL J. DURHAM personally appeared before me this day and acknowledged that he is the VICE PRESIDENT of WASTE INDUSTRIES, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him by and on behalf of the limited liability company.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

I, _____, a Notary Public for said County and State, do hereby certify that DEBORAH DANIELS personally appeared before me this day and acknowledged that she is the INTERIM CITY CLERK for the CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the CITY OF FAYETTEVILLE, the foregoing instrument was signed in its name by its CITY MANAGER, DALE E. IMAN, sealed with its corporate seal and attested by DEBORAH DANIELS as its INTERIM CITY CLERK.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2009.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, Cynthia D. Spencer, a Notary Public for said County and State, do hereby certify that MICHAEL J. DURHAM personally appeared before me this day and acknowledged that he is the VICE PRESIDENT of WASTE INDUSTRIES, LLC, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him by and on behalf of the limited liability company.

WITNESS my hand and Notarial Seal, this the 3rd day of August, 2009.

Cynthia D. Spencer / Cynthia D. Spencer
NOTARY PUBLIC

My Commission Expires: 4-16-11

EXHIBIT A

COMPLETION CERTIFICATE

The undersigned hereby certify that the transfer station constructed at _____
has been completed in accordance with the plans and specifications and has received all
approvals and permits necessary to be open for business as of this _____ day of _____
_____, which date shall be the "Completion Date" under the Transfer Station Construction,
Operation and Lease Agreement dated _____, 2009 between the undersigned.

CITY OF FAYETTEVILLE



By:

Dale E. Iman
DALE E. IMAN, City Manager

ATTEST:

Rita Perry

RITA PERRY, City Clerk

WASTE INDUSTRIES, LLC

By:

MICHAEL J. DURHAM, Vice President

COMPLETION CERTIFICATE

TRANSFER STATION CONSTRUCTION, OPERATION AND LEASE AGREEMENT

Dated August 18, 2009

The undersigned hereby certify that the transfer station constructed at 583 Winslow Street, Fayetteville, NC was completed on September 14, 2010 as reflected in the attached Certificate of Completion and Occupancy issued by the City of Fayetteville. The parties agree that the "Completion Date" under the Transfer Station Construction, Operation and Lease Agreement (the "Agreement") shall be September 14, 2010.

The parties further acknowledge that this Completion Certificate shall supersede and replace the Completion Certificate attached to the Agreement.

CITY OF FAYETTEVILLE

By: Gerald W. Dietzen
Name: Gerald W. Dietzen
Title: ENVIRONMENTAL SERVICES DIRECTOR

Replaces
Exhibit A, Completion
Certificate

WASTE INDUSTRIES, LLC

By: Michael J. Durham
Name: Michael J. Durham
Title: Vice President

Term of lease (Section 4)

9/14/2010 effort
+15' → lease term
9/14/2025 expire

→ additional 5 yr (need lease
Amendment)



CERTIFICATE OF COMPLETION AND OCCUPANCY

Reference:

Building Permit Issue Date: 2010-04-09

Building Permit #: 201016845

CO Issue Date: 09/14/2010

This is to certify that inspections have been made of the:

☒ Zoning ☒ Building ☐ Mechanical
☒ Electrical ☐ Landscaping ☐ Plumbing

of the structure at:

Number and Street: 583 Winslow St Fayetteville, NC (0437-31-2400)

Subdivision:

Lot/Block/Zone: 00

and the work authorized under the above numbered building permit has been completed in compliance with the North Carolina State Building Code.

Permission is hereby granted to City Of Fayetteville to occupy and use the structure, land, and floor area of building, at the above location for the following purposes:

Type of Improvement: Storage

Occupancy Type: Storage

Type of Construction: 2B

Occupancy Capacity:

Remarks:

Date Finalized: 09/14/2010

Signature: 

Building Inspector: Randy Ray

If this Certificate of Completion and Occupancy is issued by the direction of the City/County's Board of Adjustment, it shall be subject to any and all conditions specified by the Board. If any of the conditions so specified or any part thereof shall be held void or invalid, or if any such conditions are not complied with, this Certificate shall be void and of no effect. This Certificate of Completion and Occupancy shall remain in force until such time that there is an alteration, addition, or change in use of this structure, or land, when it shall become void and a new Certificate must be issued.

BUILDING DIVISION (910) 433-1707
PLANNING &
ZONING DIVISION (910) 433-1612

433 RAY STREET
FAYETTEVILLE, NC 28501-5537
www.cityoffayetteville.org
An Equal Opportunity Employer

HOUSING & CODE
ENFORCEMENT DIVISION (910) 433-1056

EXHIBIT B

PREMISES

EXHIBIT C

**INSERT DESCRIPTION OF ITEMS OF PERSONAL PROPERTY,
PLUS ANY REPLACEMENTS OR ADDITIONS**

- 1 Below Ground Truck Scale